## Robblee Brennan & Detwiler PLLE

Attorneys at Law

Jacob H. Black Mark E. Brennan Kristina Detwiler SaNni M-K Hull 2101 Fourth Avenue Suite 200 Seattle, Washington 98121-2392 206.467.6700 · 1.800.548.7959 206.467.7589 facsimile Daniel Hutzenbiler Terry C. Jensen Richard H. Robblee

October 18, 2010

Lester A. Heltzer Office of the Executive Secretary National Labor Relations Board 1099 14th Street, N.W. Washington, DC 20570

VIA FACSIMILE AND REGULAR MAIL

Re: Case No. 19-CD-502 Our File No. 3024-402

Dear Mr. Heltzer:

This office represents District Lodge 160 of the International Association of Machinists ("District Lodge"). I am in receipt of Jim McMullen's letter to you dated October 15, 2010, regarding Case No. 19-CD-502, ostensibly requesting expedited review of the two-member Board's decision, but submitting improper argument on the merits and process.

The District Lodge takes exception to Mr. McMullen's attempt to submit further briefing to the Board on the merits of the underlying 10(k) dispute. Mr. McMullen does not limit his letter to a simple requested for an expedited ruling, but rather submits argument in support of the two-member Board decision. This is not the place for such argument. The District Lodge requests that it be given an opportunity to defend itself from Mr. McMullen's characterizations and submit a position statement regarding the flawed analysis of the two-member Board decision. The District Lodge will endeavor to submit this position statement no later than November 1, 2010. Please advise if an earlier submission is required.

As to Mr. McMullen's request for an expedited decision, Mr. McMullen relies on the fact that a remedial hearing on the contract breach is scheduled for November 18, 2010. Mr. McMullen speculates that "it is all but certain that the arbitrator will award significant back pay and front pay." Remedy issues are in the province and control of the labor arbitrator. What remedy the arbitrator may award is unknown. The arbitrator may

Lester A. Heltzer October 18, 2010 Page Two

order pay-in-lieu or he may order an alternative change to the contract as a penalty for the blatant contract breach. Speculation about what an arbitrator may or may not do serves no productive purpose and is not an appropriate basis for an expedited decision.

Sincerely,

Jeny V. Jensen

TJ:as

cc: Jim McMullen

Client